

EXHIBIT “3”

DEPOSITION OF JOE ANDERSON

APRIL 1, 2009

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

LELAND TAYLOR AND)	
KAREN TAYLOR)	
)	CIVIL ACTION NO.
VS.)	2:08-cv-268 (TJW)
)	
NADEL AND GUSSMAN, LLC)	JURY

ORAL AND VIDEOTAPED DEPOSITION OF

JOSEPH G. ANDERSON

APRIL 1, 2009

ORAL AND VIDEOTAPED DEPOSITION OF JOSEPH G. ANDERSON, produced as a witness at the instance of the Plaintiffs, and duly sworn, was taken in the above-styled and numbered cause on the 1st day of April, 2009, from 9:58 a.m. to 3:55 a.m., before Lisa Dowdy, CSR in and for the State of Texas, reported by machine method, at the offices of Provost Umphrey Law Firm, LLP, 112 East Line Street, Suite 304, Tyler, Texas 75702, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record or attached hereto.

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REPORTER'S CERTIFICATION

DEPOSITION OF JOSEPH G. ANDERSON

APRIL 1, 2009

I, Lisa Dowdy, Certified Shorthand Reporter in
and for the State of Texas, hereby certify to the
following:

That the witness, JOSEPH G. ANDERSON, was duly
sworn by the officer and that the transcript of the
oral deposition is a true record of the testimony
given by the witness;

That the deposition transcript was submitted on
the 14th day of April, 2009, to Mr. Christopher
J. Simmons for examination, signature, and return to

1 me within 30 days of the date of receipt;

2 That the amount of time used by each party at
3 the deposition is as follows:

4 Mr. Tindel: 4 hours;

5 That pursuant to information given to the
6 deposition officer at the time said testimony was
7 taken, the following includes counsel for all
8 parties of record:

9 Mr. Andy Tindel, Provost Umphrey Law Firm, LLP,
10 112 East Line Street, Suite 304, Tyler, Texas 75702,
11 Attorney for the Plaintiffs Leland Taylor and Karen
12 Taylor;

13 Mr. Christopher J. Simmons, Thompson, Coe,
14 Cousins & Irons, LLP, Plaza of the Americas North
15 Tower, 700 North Plaza Street, 25th Floor, Dallas,
16 Texas 75201, Attorney for the Defendant Nadel and
17 Gussman, LLC;

18 Ms. Laura D. Schmidt, Downs Stanford, PC, 2001
19 Bryan Street, Suite 4000, Dallas, Texas 75201,
20 Attorney for the Intervenor New Hampshire Insurance
21 Company;

22 I further certify that I am neither counsel for,
23 related to, nor employed by any of the parties or
24 attorneys in the action in which this proceeding was
25 taken, and further that I am not financially or

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APRIL 1, 2009

1 otherwise interested in the outcome of the action.

2 Certified to by me this 14th day of April,
3 2009.

4
5 
6

LISA DOWDY, CSR
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<p>Page 2</p> <p>1 APPEARANCES</p> <p>2 FOR THE PLAINTIFFS LELAND TAYLOR AND KAREN TAYLOR:</p> <p>3 Mr. Andy Tindel</p> <p>4 Provost Umphrey Law Firm, LLP</p> <p>5 112 East Line Street, Suite 304</p> <p>6 Tyler, Texas 75702</p> <p>7 FOR THE DEFENDANT NADEL AND GUSSMAN, LLC:</p> <p>8 Mr. Christopher J. Simmons</p> <p>9 Thompson, Coe, Cousins & Irons, LLP</p> <p>10 Plaza of the Americas North Tower</p> <p>11 700 North Plaza Street, 25th Floor,</p> <p>12 Dallas, Texas 75201</p> <p>13 FOR THE INTERVENOR NEW HAMPSHIRE INSURANCE COMPANY:</p> <p>14 Ms. Laura D. Schmidt</p> <p>15 Downs Stanford, PC</p> <p>16 2001 Bryan Street, Suite 4000</p> <p>17 Dallas, Texas 75201</p> <p>18 ALSO PRESENT:</p> <p>19 Mr. Leland Taylor</p> <p>20 Mrs. Karen Taylor</p> <p>21 Ms. Betty Ellsworth, Videographer</p> <p>22 Ms. Ann Chennault, Videographer</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 3</p> <p>1 INDEX</p> <p>2 JOSEPH G. ANDERSON</p> <p>3 PAGE</p> <p>4 Examination by Mr. Tindel 5</p> <p>5 Signature and Changes 234</p> <p>6 Reporter's Certificate 235</p> <p>7</p> <p>8 EXHIBITS</p> <p>9 NO. DESCRIPTION PAGE</p> <p>10 P-1 Industrial Accident Investigation - 172</p> <p>11 Witness Statement</p> <p>12 P-2 Industrial Accident Investigation 181</p> <p>13 Report</p> <p>14 P-3 Preliminary Report of Findings by 194</p> <p>15 John F. Lacy, P.E.</p> <p>16 P-4 Report from John R. Sexton, P.E., 199</p> <p>17 C.S.P.</p> <p>18 P-5 Defendants' Motion for Leave to 200</p> <p>19 Designate Responsible Third Party</p> <p>20 P-6 Four Photographs 202</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p>Page 4</p> <p>1 AGREEMENTS</p> <p>2 IT IS HEREBY AGREED by and between the parties</p> <p>3 hereto, through their attorneys appearing herein,</p> <p>4 that any and all objections to any question or</p> <p>5 answer herein, except as to the form of the question</p> <p>6 or unresponsive answers, may be made upon the</p> <p>7 offering of this cause with the same force and</p> <p>8 effect as though the witness were present in person</p> <p>9 and testifying from the witness stand.</p> <p>10 IT IS FURTHER AGREED by and between the parties</p> <p>11 hereto, through their attorneys appearing herein,</p> <p>12 that this deposition may be signed before any Notary</p> <p>13 Public.</p> <p>14 IT IS FURTHER AGREED by and between the parties</p> <p>15 hereto, through their attorneys appearing herein,</p> <p>16 that if this deposition is not signed and filed</p> <p>17 prior to any hearing in this cause that an unsigned</p> <p>18 certified copy may be used for all purposes as</p> <p>19 though signed by the said witness.</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 5</p> <p>1 PROCEEDINGS</p> <p>2 (Attorneys waived formal</p> <p>3 reading of federal caption.)</p> <p>4 THE VIDEOGRAPHER: Good morning.</p> <p>5 Today is April 1st, 2009. This is the oral and</p> <p>6 videotaped deposition of Joe Anderson. The time is</p> <p>7 approximately 9:58 a.m. We are now on the record.</p> <p>8 Will the court reporter please swear in the witness.</p> <p>9 JOSEPH G. ANDERSON,</p> <p>10 having been first duly sworn, testified as follows:</p> <p>11 EXAMINATION</p> <p>12 BY MR. TINDEL:</p> <p>13 Q. Mr. Anderson, my name is Andy Tindel. I'm</p> <p>14 a lawyer here in Tyler, and I'm representing Leland</p> <p>15 Taylor and Karen Taylor in a lawsuit filed in</p> <p>16 federal court against Nadel and Gussman. We've not</p> <p>17 met before just a few minutes before the deposition</p> <p>18 started, correct?</p> <p>19 A. Yes.</p> <p>20 Q. Have you ever had your deposition taken</p> <p>21 before --</p> <p>22 A. No.</p> <p>23 Q. -- like we're doing here today?</p> <p>24 A. No.</p> <p>25 Q. Okay. Let me go over a couple of things</p>

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1 Q. Use your hands like this. About how big
2 would it would be?

3 A. About like that, I guess (indicating).
4 It's 4 inches diameter by -- I would have to
5 measure -- 2 feet long. You know, it's got slits to
6 where it sets and it won't move, you know, up or
7 down.

8 Q. Okay. So the first frac job is completed
9 by Halliburton and then Mr. Taylor comes in. Is he
10 there at your request to do the first flow back?

11 A. Yes, he did, and he called -- David Boone
12 called me and asked -- told me that Leland had, you
13 know, gotten let go by Baker and wanted to know if I
14 would put him back to work, and I said definitely.

15 You know, Leland had done a lot of work for
16 me, you know, in the past before he went to work
17 for -- had a better, you know, job opportunity with
18 Baker.

19 I mean, I think we even talked about
20 insurance. I'm sure David is just an independent
21 contractor. I mean, at the time Leland was doing
22 a lot of work for me we worked for David -- I would
23 have to go back through the dates -- in the late
24 '90s, early 2000's, and then Leland went to work for
25 Baker.

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1 that way.

2 Q. And you were familiar with Mr. Taylor from
3 past work he had done for you?

4 A. Yes.

5 Q. Correct?

6 A. Yes.

7 Q. All right. And did you consider him to be,
8 you know, a good and knowledgeable flow-back hand?

9 A. I consider him one of the better ones there
10 was. I mean, he, you know, took -- you know, took
11 control and knew when to flow, you know, how to
12 adjust the chokes, you know, know what -- you know,
13 basically was well versed on flowing the wells back
14 and, you know, had drilled out plugs, you know, for
15 other people, I mean, had done a variety of things
16 other than just flow wells back.

17 Q. And did you have any problems with him in
18 the past about any kind of safety issues or taking
19 chances he shouldn't have or anything like that?

20 A. Not that I'm -- you know, was aware of. I
21 mean, you know, it's -- you know, Leland was always
22 able to -- you know, it was bauxite. I mean, you
23 know, he had a reputation that he could handle any
24 kind of sand coming back. He just knew how to, you
25 know, adjust the valves and handle the chokes, and

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1 And then, like I say, David called me, you
2 know, the latter part of July, you know, and said
3 that Leland had gotten let go by Baker and wanted to
4 know if I would use him again and told me the
5 situation. I said, yeah, I don't have a problem. I
6 have a no gun policy, too, but, you know, it's not,
7 you know, an issue that's going to, you know, create
8 any havoc me not using Leland again, I'll put it
9 that way, and I -- he had always done a -- you know,
10 take charge, you know, type guy that handled the job
11 professionally, and, you know, you just never really
12 worry when Leland was out there.

13 Q. Okay. On the -- so was the Trawick No. 3
14 first flow-back -- the first flow-back job that
15 Leland had worked as the flow-back hand for Nadel
16 and Gussman after he left Baker Hughes?

17 A. Yeah. I mean, I guess the way I understand
18 it, it's the first job he did --

19 Q. Period?

20 A. -- period, after he -- I mean, I don't know
21 that. I mean, I would have to -- I mean, like I
22 know David called me, and it was just a matter of a
23 few days type deal before we did the job, you know,
24 but, obviously, I mean, he may have caught another
25 one. It was one of the first ones. I'll put it

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1 that was his reputation. Everybody -- and he was,
2 you know, one of the best, I guess, at, you know,
3 handling any kind of, you know, abrasive action, I
4 guess, would be the best way to put it.

5 Q. And in Leland's deposition yesterday -- I
6 know you weren't there, but he was saying that David
7 Boone has flow-back hands and flow-back consultants.
8 What is the difference between those two?

9 A. Well, I don't know how David -- I mean,
10 I -- you know, there are certain guys, I guess, can
11 handle the drill-out and certain hands, you know --
12 you know, you would have to ask David exactly what
13 his terminology -- I think it's more or less an
14 experience level.

15 You know, I don't want to get, you know,
16 how David classifies his people, but, you know,
17 there will be guys that David will send out on a
18 drill-out, you know, and people he won't. I guess
19 it's more an experienced level.

20 I guess that -- when you say flow-back
21 consultant, I guess that would be, you know,
22 somebody like Leland that could do a flow back and a
23 drill-out both, where some of the guys are just
24 strictly flow back only.

25 Q. Okay. Well, I think Leland -- again, you

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1 been out there?

2 A. Well, I know we logged it and I met the

3 surveyor out there on location. You know, I can't

4 remember exactly how many times. We had other wells

5 in the area. I may have drove by there, but four to

6 five. I mean, as far as operationally, the last

7 time I was there is when we logged the well.

8 Q. And the flow line would have been assembled

9 at that point?

10 A. No, it wasn't.

11 Q. Did you ever see the flow line assembly?

12 A. I never seen the flow line assembly.

13 Q. Did anybody tell you how the flow line

14 assembly was set up?

15 A. Yeah. Phil did.

16 Q. After it was --

17 A. After it was installed.

18 Q. Okay. Did Mr. -- I think you mentioned

19 earlier there were some procedures that you had

20 either given Mr. Tate or discussed with him. Am I

21 remembering that correctly?

22 A. Yeah. You know, the frac job, give him

23 the -- where to perforate at and then, you know, the

24 frac job. I mean, Halliburton's deal is a real

25 thick deal. You know, I just said frac per attached

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1 experience?

2 A. That's right.

3 Q. Any other reason?

4 A. Not really. I mean, like I say, I think I,

5 you know, made the request to have Leland out there

6 knowing I would be out of -- you know, out of -- you

7 know, out of the mix type deal, and I, you know,

8 specifically requested him on the drill-out so I

9 wouldn't have to worry about it because I, you know,

10 knew he could handle the job.

11 Q. When you had this plug drill-out and flow

12 back, I didn't under -- prior to Mr. Taylor's

13 injury, did you -- did you guys always -- did Nadel

14 and Gussman always specify that you had to have more

15 than one flow-back line when you were doing plug

16 drill-out and flow back?

17 A. Well, we've only done just a few. I mean,

18 you know, like I say, we hadn't done any in years

19 until last -- you know, I guess it would be two

20 years, almost two years now, and the other two jobs

21 we had done in the previous 30 days were both two

22 lines, but before then, I can't recollect.

23 It had been years since we did that just

24 the fact that the kind of wells we drilled were just

25 single stage wells. They weren't -- there wasn't a

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1 Halliburton procedure, and, you know, it's in an

2 e-mail and it was in an attachment in a -- I think

3 they put them in a Word document.

4 Q. And this had -- this was on the second frac

5 job?

6 A. On both stages.

7 Q. Okay. Was there any kind of flow-back

8 procedures, written flow-back procedures?

9 A. No.

10 Q. Were there just not any in this particular

11 case or there never is?

12 A. I never -- when I had Leland, I didn't see

13 there was a need for it.

14 Q. Did you have written flow-back procedures

15 for other flow-back hands other than Leland?

16 A. Other than Leland, yeah, I would have them

17 written up when they obviously didn't have an

18 experienced person out there.

19 Q. Any of those you kept?

20 A. I would have to go and just -- you know, I

21 can't recollect. I would just have to go through my

22 list of wells.

23 Q. And so the reason you didn't have

24 particular flow-back procedures to follow on the

25 Trawick No. 3 is -- was because of Mr. Taylor's

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1 need to drill out the plug because I think the last

2 ones -- I would have to go back through from, you

3 know, dates, but, you know, four or five years

4 probably between plugs.

5 Q. Tell me the name of those two wells again.

6 A. The ones -- the ones that Leland and

7 Forrest was on?

8 Q. Yes.

9 A. The Eidson No. 2 and the Warner No. 2.

10 Q. And when we say we have two lines, is that

11 the same thing as a manifold -- having a manifold,

12 or is that two different things?

13 A. That's two different things, but it's --

14 it's the ability to have two different, you know,

15 valve -- two different lines, where if one line

16 plugs, you can -- you know, you don't have to, you

17 know, attempt to blow it out. You can go ahead and

18 go down the other side and, you know, break it

19 loose, and instead of having pressure to try to blow

20 it out or something like that, you can, you know,

21 shut it in and flow on one side and clean out the

22 other side.

23 Q. So --

24 A. It gives you the ability to flow. It gives

25 you the ability to flow either side is what I'm